

LAW OFFICES OF AARON BERGER
by AARON BERGER (SBN 285435)
4338 ½ Laurel Canyon Blvd.
Studio City, California 91604
(818) 942-0228

Attorney for Plaintiffs
TOKI SEN-I CO.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TOKI SEN-I CO., a company based in Japan,

Plaintiff,

v.

YEEZY APPAREL LLC aka WEST
BRANDS FASHION LLC, a California
Limited Liability Company; KANYE WEST
aka YE aka KANYE OMARI WEST, an
Individual; and DOES 1-50 INCLUSIVE,

Defendant.

CASE NO.:

UNLIMITED COMPLAINT FOR:

1. BREACH OF CONTRACT

**2. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING**

3. FRAUD

**4. NEGLIGENT
MISREPRESENTATION**

COME NOW, TOKI SEN-I CO., a Japanese Company (hereinafter "Plaintiff"), based on personal knowledge as to its own conduct and actions, and based upon information and belief as to all others, who hereby alleges the following:

PARTIES

1. Plaintiff TOKI SEN-I CO (hereinafter referred to as "Plaintiff") is, and at all times relevant hereto was, a Japanese Company actively conducting business within the state of California, county of Los Angeles.

2. Defendant YEEZY APPAREL LLC acquired WEST BRANDS FASHION LLC via a

1 merger on December 11, 2017. (A true and correct copy of the recorded Certificate of merger is
2 attached hereto as "Exhibit A"). YEEZY APPAREL LLC (hereinafter referred to as "YEEZY")
3 was the surviving Entity. YEEZY is, and at all times relevant hereto was, a California Limited
4 Liability Company actively conducting business within the State of California, County of Los
5 Angeles.
6

7 3. Defendant KANYE WEST aka YE aka KANYE OMARI WEST (hereinafter referred to as
8 "KANYE") is, and at all times relevant hereto was, an individual residing in the State of California,
9 County of Los Angeles.

10 4. Defendants YEEZY and KANYE shall collectively be referred to as "Defendants".
11

12 5. Plaintiff is informed and believes that upon reasonable discovery and sufficient investigation
13 that Plaintiffs will ascertain facts sufficient to show that KANYE is the alter ego of YEEZY, insofar
14 as:

- 15 a. There exists, and at all times herein mentioned there existed, a unity of interest and
16 ownership between KANYE on the one hand, and YEEZY on the other hand, such that any
17 individuality and separateness between them has ceased, and KANYE is the alter ego of
18 YEEZY.
19
20 b. KANYE, the sole member of YEEZY, exercised such control and domination over YEEZY
21 and its business.
22
23 c. YEEZY was a mere shell and sham without capital, assets, membership interests, or
24 members other than KANYE.
25
26 d. YEEZY was intended, conceived, and used by KANYE as a device to avoid individual
27 liability and for the purpose of substituting a financially insolvent company in the place of
28 YEEZY.

- 1 e. YEEZY was so inadequately capitalized that, compared with the business to be done by it
2 and the risk of loss, its capitalization was illusory or trifling.
3
4 f. KANYE was at all times herein mentioned the alter ego of YEEZY and there exists, and at
5 all times herein mentioned has existed, a unity of interest and ownership between them such
6 that any separateness has ceased to exist.
7
8 g. YEEZY was a mere shell, instrumentally, and conduit through which KANYE carried on its
9 business, exercising complete control and dominance of such business to such an extent that
10 any individuality or separateness of YEEZY and KANYE does, and at all times herein
11 mentioned, did not exist.

12 6. The true names and capacities of Defendants sued herein as DOE Defendants are presently
13 unknown to Plaintiffs who therefore sue under these fictitious names. Upon ascertainment of the
14 true names and capacities of these DOE Defendants, Plaintiffs will seek leave to amend this
15 Complaint to allege the same. Plaintiffs are informed and based thereon alleges that DOE
16 Defendants were and/or are, in some manner or way; responsible for and liable to Plaintiffs for the
17 events, happenings, and damages set forth below.

18 7. Plaintiffs are informed and believe and based thereon allege that at all times relevant hereto
19 each of the Defendants was the agent, servant, employee, subsidiary, affiliate, partner, assignee,
20 successor-in-interest, alter ego or other representative of each of the remaining Defendants and was
21 acting in such capacity in doing the things herein complained of and alleged.

22 JURISDICTION AND VENUE

23
24 8. Jurisdiction and venue are property in this Court because the amount in controversy exceeds
25 the minimum by this court, and by virtue of the fact that the Defendants reside in Los Angeles
26 County.
27
28

FACTUAL OVERVIEW

9. Defendants own an apparel brand called Yeezy.

10. Defendants have a co-branding deals with Adidas and Nike to manufacture limited addition shoes under the Yeezy brand.

11. New Yeezy sneakers and boots sell for between \$90 and \$11,400 in the retail market.

12. In 2015, Defendants contracted with Adidas to manufacture fabric for Yeezy shoes.

13. The transaction went smoothly as Adidas and Yeezy paid on time and were satisfied with the final product.

14. Thereafter, Defendants started dealing with Plaintiff independently of Adidas.

15. Defendants ordered several samples and always delivered timely payments to Plaintiff for said samples.

16. This Complaint is brought by Plaintiff seeking payment for services rendered and costs incurred by Plaintiff in connection with a purchase order (hereinafter referred to as the "Purchase Order") made by Defendant for the manufacturing of various materials of fleece fabric to be used for Yeezy shoes. (hereinafter referred to as the "Manufacturing Services"). (A true and correct copy of the Purchase Order is attached hereto as "Exhibit B").

17. Pursuant to the Purchase Order, Defendants agreed to pay \$624,051.76 as consideration for the Manufacturing Services.

18. On June 14, 2018, Defendants contacted Plaintiff via e-mail to place an order and to discuss prices, volume, and delivery time.

19. Thereafter a series of emails followed, wherein Defendants and Plaintiffs negotiated prices and delivery time frames.

20. On June 20, 2018, Defendants emailed the Purchase Order to Plaintiff.

1 21. Plaintiff confirmed receipt of the Purchase Order via email on that same day.

2 22. On June 27, 2018 Plaintiff sent an email to Defendants informing them that
3 production had begun and requesting a partial payment of 50% with the remainder to be paid upon
4 completion of production.
5

6 23. Defendants responded via email on June 28, 2018, offering Plaintiff a partial
7 payment of 30% to be tendered immediately with the remaining balance to be tendered at the
8 completion of production.

9 24. Plaintiff replied to Defendants' email and accepted Defendant's offer for financing
10 terms of 30% down and the remainder to be paid upon completion of production.

11 25. On July 18, 2018, Defendants sent an email to Plaintiff indicating that they did not
12 intend to perform their obligations pursuant to the Purchase Order.
13

14 26. At this point, it was too late for Plaintiff to cancel production.

15 27. Plaintiff attempted to mitigate damages by selling the fabric to other buyers but
16 Plaintiff was unsuccessful due to the fact that the fabric was manufactured to Defendants specific
17 requirements for their Yeezy shoes.
18

19 28. Plaintiff spent the next several months trying to work out an informal settlement with
20 Defendants, during which time Plaintiff had to rent a storage unit to hold the finished fabric at a cost
21 of \$560 per month.

22 29. Defendants continued to represent to Plaintiff that they were interested in working on
23 a resolution.

24 30. It finally became apparent to Plaintiff that Defendants had no interest in resolving the
25 dispute or performing their obligations pursuant to the Purchase Order.
26

1 31. Consequently, the instant action became necessary.

2 **FIRST CAUSE OF ACTION**
3 **BREACH OF CONTRACT**
4 **(Against All Defendants)**

5 32. Plaintiffs repeat and re-alleges each of the preceding Paragraphs and incorporate the
6 same as if set forth herein at length.

7 33. As alleged above, Defendants submitted a Purchase Order for the production of
8 various goods in exchange for a total purchase price of \$624,051.76.

9 34. Defendants further agreed to tender 30% of the total purchase price up front as a
10 down payment and agreed to pay the remainder of the balance of the purchase price upon
11 completion of production.

12 35. Plaintiffs have performed all conditions required of them pursuant to the Purchase
13 Order.

14 36. Defendants never tendered the 30% down payment to Plaintiff pursuant to the
15 Purchase Order.

16 37. Defendants have failed to tender any payment whatsoever, despite the fact that
17 Plaintiff has completed production pursuant to the Purchase Order.

18 38. As such, Defendants are in breach contact.

19 39. As a proximate result of Defendants' breach of contract Plaintiff has been forced to
20 incur storage fees in the amount of \$560 per month.

21 40. As a proximate result of Defendant's breach of contract, Plaintiff has suffered
22 damages in the amount of \$624,051.76 plus interest.

23 41. As a proximate result of Defendant's breach of contract, Plaintiff has suffered, and
24 will continue to suffer, general and special damages in an amount according to proof at trial

**SECOND CAUSE OF ACTION
BREACH OF THE IMPLIED COVENANT
OF GOOD FAITH AND FAIR DEALING
(Against All Defendants)**

42. Plaintiffs repeat and re-alleges each of the preceding Paragraphs and incorporate the same as if set forth herein at length.

43. Every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement. Carma Developers (Cal.), Inc. v. Marathon Development California, Inc. (1992) 2 Cal.4th 342, 371–372. There is an implied covenant of good faith and fair dealing in every contract that neither party will do anything, which will injure the right of the other to receive the benefits of the agreement. Comunale v. Traders & General Ins. Co. (1958) 50 Cal.2d 654, 658. This implied covenant of good faith and fair dealing requires that no party will do anything that will have the effect of impairing, destroying, or injuring the rights of the other party to receive the benefits of their agreement. The covenant implies that in all contracts each party will do all things reasonably contemplated by the terms of the contract to accomplish its purpose. This covenant protects the benefits of the contract that the parties reasonably contemplated when they entered into the agreement.

44. Defendants did not act in good faith and did not deal fairly with Plaintiff in connection with the Purchase Order when they engaged with Plaintiff in negotiations and ultimately submitted the Purchase Order but refused to accept delivery or tender payment of the finished product.

45. Defendants did not act in good faith and did not deal fairly with Plaintiff when they agreed to tender a down payment of 30% of the Purchase Price but failed to do so.

46. Defendants did not act in good faith and did not deal fairly with Plaintiff when they continually represented to Plaintiff that they were interested in working out a resolution to the

1 dispute with no intention of actually resolving the dispute.

2 47. As a proximate result of Defendants' breach of this covenant Plaintiff has been
3 forced to incur storage fees in the amount of \$560 per month.

4 48. As a proximate result of Defendant's breach of this covenant, Plaintiff has suffered
5 damages in the amount of \$624,051.76 plus interest.

6 49. As a result of Defendants' breaches of this covenant, Plaintiff has suffered general
7 and special damages in an amount to be determined at trial.

8
9 **THIRD CAUSE OF ACTION**
10 **FRAUD**
11 **(Against All Defendants)**

12 50. Plaintiffs repeat and re-alleges each of the preceding Paragraphs and incorporate the
13 same as if set forth herein at length.

14 51. Defendants engaged Plaintiff in negotiations for the manufacturing of fabrics to be
15 used for the Yeezy shoe line.

16 52. Defendants sent a Purchase Order to Plaintiff and represented to Plaintiff that they
17 were ordering approximately 53,500 yards of fabric and were going to pay \$10.81 per yard.

18 53. Defendants represented to Plaintiff that they would tender a 30% down payment to
19 Plaintiff with the remainder of the balance to be paid at completion of production.

20 54. In reliance on Defendants Misrepresentations, Plaintiff contracted with a mill and
21 began a large scale production.

22 55. Plaintiff's reliance was justified as Plaintiff had worked with Adidas and Yeezy in
23 the past and payment was never an issue.

24 56. Plaintiff's reliance was further justified as Defendants are a very well-known brand,
25 run by a famous celebrity, that shows several millions of dollars in revenue.

1 57. Ultimately, Defendants representations were intentional, false, and fraudulent as
2 Defendants refused to tender payment or accept delivery of the finished product.

3 58. Defendants intentionally made the false misrepresentations to induce Plaintiff to
4 begin production as soon as possible so that Defendants could decide at a later time if they actually
5 wanted to purchase the fabric without delaying the production.

6 59. As a proximate result of Defendants' fraudulent conduct, Plaintiff has been forced to
7 incur storage fees in the amount of \$560 per month.

8 60. As a proximate result of Defendant's fraudulent conduct, Plaintiff has suffered
9 damages in the amount of \$624,051.76 plus interest.

10 61. As a proximate result of Defendant's fraudulent conduct, Plaintiffs have suffered,
11 and will continue to suffer, general and special damages in an amount according to proof at trial.

12 62. Finally, pursuant to CAL. CIV. CODE § 3294, Plaintiffs are entitled to punitive
13 damages for the sake of example and by way of punishing the Defendant as they committed fraud
14 on multiple occasions with malice and blatant disregard for the law.

15
16
17 **FOURTH CAUSE OF ACTION**
18 **NEGLIGENT MISREPRESENTATION**
19 **(Against Defendants KANYE and YEEZY)**

20 63. Plaintiffs repeat and re-alleges each of the preceding Paragraphs and incorporate the
21 same as if set forth herein at length.

22 64. Defendants owed Plaintiff a duty of care not to make false representations that would
23 induce material and detrimental reliance.

24 65. Defendants engaged Plaintiff in negotiations for the manufacturing of fabrics to be
25 used for the Yeezy shoe line.

26 66. Defendants sent a Purchase Order to Plaintiff and represented to Plaintiff that they
27
28

1 were ordering approximately 53,500 yards of fabric and were going to pay \$10.81 per yard.

2 67. Defendants represented to Plaintiff that they would tender a 30% down payment to
3 Plaintiff with the remainder of the balance to be paid at completion of production.
4

5 68. In reliance on Defendants Misrepresentations, Plaintiff contracted with a mill and
6 began a large scale production.

7 69. Plaintiff's reliance was justified as Defendants are a very well-known brand, run by a
8 famous celebrity, that shows several millions of dollars in revenue.

9 70. Ultimately, Defendants representations were negligent, false, and material, as
10 Defendants refused to tender payment or accept delivery of the finished product.
11

12 71. Thus, Plaintiff relied on Defendants misrepresentations to its detriment.

13 72. Defendants knew or should have known that their representations were false and
14 would induce material and detrimental reliance.

15 73. As such, Defendants breached its duty of care.

16 74. As a proximate result of negligent misrepresentations, Plaintiff has been forced to
17 incur storage fees in the amount of \$560 per month.

18 75. As a proximate result of Defendant's negligent misrepresentations, Plaintiff has
19 suffered damages in the amount of \$624,051.76 plus interest.
20

21 76. As a proximate result of Defendant's negligent misrepresentations, Plaintiff has
22 suffered, and will continue to suffer, general and special damages in an amount according to proof
23 at trial.

24 **WHEREFORE**, Plaintiff prays for the following relief:

- 25 1. For an order directing specific performance of the Purchase Order;
26 2. For restitution in an amount to be proven at trial
27

3. For compensatory, special and general damages according to proof;
4. For reasonable attorney's fees according to proof;
5. For reasonable costs of suit and such other and further relief as the Court deems proper;
6. For punitive damages for the sake of example and by way of punishing the Defendants as they committed fraud with malice and blatant disregard for the law;
7. For pre-judgment and post-judgment interest;
8. For other such relief as the Court deems appropriate.

Dated January 24, 2019

LAW OFFICES OF AARON BERGER



By: Aaron Berger, Esq.
Attorneys for Plaintiffs

UNFILED

EXHIBIT A

1:

NGTO:

OBE MERG

201732610366
201532710334



State of California Secretary of State

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

FILED
Secretary of State
State of California

DEC 11 2017

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY YEEZY APPAREL, LLC	2. TYPE OF ENTITY LLC	3. CA SECRETARY OF STATE FILE NUMBER 201732610366	4. JURISDICTION CALIFORNIA																								
5. NAME OF DISAPPEARING ENTITY WEST BRANDS FASHION LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER 201532710334	8. JURISDICTION NEW YORK																								
<p>9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)</p> <table border="1"> <thead> <tr> <th colspan="2">SURVIVING ENTITY</th> <th colspan="2">DISAPPEARING ENTITY</th> </tr> <tr> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> <th>CLASS AND NUMBER</th> <th>AND PERCENTAGE VOTE REQUIRED</th> </tr> </thead> <tbody> <tr> <td>100 Shares</td> <td>100%</td> <td>100 Shares</td> <td>100%</td> </tr> </tbody> </table>				SURVIVING ENTITY		DISAPPEARING ENTITY		CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	100 Shares	100%	100 Shares	100%												
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<p>10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.</p> <p><input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.</p>																											
<p>11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.</p> <p>Article 1 of the Articles of Organization of the surviving domestic LLC shall be amended to read, "YEEZY APPAREL LLC."</p>																											
<p>12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.</p> <p>PRINCIPAL ADDRESS OF SURVIVING ENTITY _____ CITY AND STATE _____ ZIP CODE _____</p>																											
<p>13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.</p>																											
<p>14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.</p> <p>Section 1003 of the Limited Liability Company Law of the State of New York</p>		<p>15. FUTURE EFFECTIVE DATE, IF ANY</p> <p>(Month) _____ (Day) _____ (Year) _____</p>																									
<p>16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.</p>																											
<p>17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.</p> <table border="0"> <tr> <td>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</td> <td>DATE</td> <td>Kanye West, Sole Member and Manager</td> </tr> <tr> <td></td> <td>12/2/17</td> <td>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</td> </tr> <tr> <td>SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY</td> <td>DATE</td> <td>Kanye West, Sole Member and Manager</td> </tr> <tr> <td></td> <td>12/2/17</td> <td>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</td> </tr> <tr> <td>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</td> <td>DATE</td> <td>Kanye West, Sole Member and Manager</td> </tr> <tr> <td></td> <td>12/2/17</td> <td>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</td> </tr> <tr> <td>SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY</td> <td>DATE</td> <td>Kanye West, Sole Member and Manager</td> </tr> <tr> <td></td> <td>12/2/17</td> <td>TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON</td> </tr> </table> <p>For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____</p>				SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	Kanye West, Sole Member and Manager		12/2/17	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	Kanye West, Sole Member and Manager		12/2/17	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	Kanye West, Sole Member and Manager		12/2/17	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	Kanye West, Sole Member and Manager		12/2/17	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
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OBEE MERGER-1 (REV 01/2016)

APPROVED BY SECRETARY OF STATE

UNFILED

EXHIBIT B

PURCHASE ORDER**15049**

Bill To: YEEZY APPAREL LLC.
C/O: BOULEVARD MANAGEMENT
Attn: DONTE SMITH
Address: 26630 AGOURA ROAD
 CALABASAS CA 91302
Email: DONTE@YEEZY.COM
Phone: 3102798277

Date: 20-Jun-18
Ship Via: GLOBAL LOGISTICS CONSULTING
Delivery: As per each line item below
Terms:

To: TOKO SEN-I
Attn: MARI TAKAYA
Address: 4-4-7, Kawaramachi, Chuo-ku,
 Osaka, 541-0048 Japan
Email: m-takaya@toki-senl.co.jp
 ricardo@dcstudioinc.com
Phone: 81 (0)6 6223 0101

Ship To: AA GRAND/NO. 8
Attn: ANTHONY SIM
Address: 706 E. 32ND ST
 LOS ANGELES, CA 90011
Email: ANTHONY@NUMBER8.CO
Phone: 818-621-9194

SEASON 7 FABRIC PO

Quantity	Unit	Description	Color	Price	Total
21,595	YDS	PWU-5666 FLEECE OATMEAL MELANGE (W430 OATMEAL HEATHER) 8/10 EX-MILL	TW9 OATMEAL MELANGE	\$ 10.81	\$ 233,441.95
21,595	YDS	PWU-5666 FLEECE OATMEAL MELANGE (W430 OATMEAL HEATHER) 9/10 EX-MILL	TW9 OATMEAL MELANGE	\$ 10.81	\$ 233,441.95
10,306	YDS	PWU-5666 FLEECE OATMEAL MELANGE (W430 OATMEAL HEATHER) 10/10 EX-MILL	TW9 OATMEAL MELANGE	\$ 10.81	\$ 111,407.86
5,200	YDS	RIB 18 (W433 OATMEAL MELANGE)	TW9 OATMEAL MELANGE	\$ 8.80	\$ 45,760.00
58,696				TOTAL	\$ 624,051.76